

1 BILL NO. S-80-10-29

2 SPECIAL ORDINANCE NO. S-133-80

3
4 AN ORDINANCE approving an Agreement with
5 Richard G. Snyder, for construction of a
6 sanitary sewer.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:

9 SECTION 1. That the Agreement dated September 19,
10 1980, between the City of Fort Wayne, by and through its
11 Mayor and the Board of Public Works and Richard G. Snyder,
12 Developer, for:

13 SANITARY SEWER


14 An 8" Sanitary Sewer Line and 7 lateral
15 sewer lines connected thereto within
16 Kingstown Village, Phase I.

17 of which the developer shall pay the entire cost and expense
18 of the construction of said sewer, all as more particularly
19 set forth in said agreement which is on file in the Office
20 of the Board of Public Works and is by reference incorporated
21 herein, made a part hereof and is hereby in all things rati-
22 fied, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and approval by the Mayor.

25 
26 COUNCILMAN

27 APPROVED AS TO FORM AND
28 LEGALITY OCTOBER 10, 1980.

29 
30 JOHN E. HOFFMAN
31 City Attorney
32

Read the first time in full and on motion by Burns,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on 10-14-80, the 14 day of
1980, at 9 o'clock P. M., E.S.T.

DATE: 10-14-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 10-28-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. S-133-80
on the 28th day of October, 1980.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
Vivian L. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 29th day of October, 1980, at the hour of
2:30 o'clock P. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 30th day of Oct.
1980, at the hour of 4 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-10-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement with Richard G. Synder, for
construction of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GIAQUINTA

ROY SCHOMBURG

10-28-80
DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

70-2-9 H.I.
10/1/80

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 19th day of September, 1980,
by and between Richard G. Snyder, hereinafter referred to as "Developer",
and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation,
hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer described
as follows:

Description of 8 inch Sanitary Sewer Lines within Kingstown Village, Phase I.

Description of Sanitary Sewer Main #1:

An 8 inch line commencing at an existing manhole located 40 foot east of the center line of Maplecrest Road and 235 foot north of the north right-a-way line of Bridlewood Drive, thence continuing easterly a distance of 195 feet to Manhole #1 at Station 1+95, said manhole being located north of and adjacent to the north right-a-way line of Pickwick Road; thence continuing easterly 215 feet to Manhole #2 at Station 4+10, said manhole being located 5 feet north of the north right-a-way line of Pickwick Road; thence continuing easterly a distance of 280 feet to Manhole #3 at Station 6+90, said manhole being located plus or minus 18 foot southeast of the east right-a-way line of Pickwick Road; thence continuing northeasterly a distance of 150 feet to Manhole #4 at Station 8+40, said manhole being located plus or minus 20 feet east of the east right-a-way line of Pickwick Road; thence continuing northwesterly a distance of 170 feet to Manhole #5 at Station 10+10, said manhole being located plus or minus 20 foot north of the north right-a-way line of Copperfield Drive; thence continuing westerly a distance of 220 feet to Manhole #6 at Station 12+30, said manhole being located plus or minus 5 feet north of the north right-a-way line of Copperfield Drive; thence continuing northwesterly a distance of 130 feet to Manhole #7 at Station 13+70, said manhole being located plus or minus 15 foot east of the east right-a-way line of Copperfield Run; thence continuing westerly a distance of 150 feet to a clean out located at Station 15+20, said clean out being located 73 feet west of the west right-a-way line of Copperfield Drive. This ends description of Sanitary Sewer Main #1.

Description of Sanitary Sewer Lateral #1. Commencing at the above referenced Manhole #1 at Station 1+95, thence north a distance of 150 feet to a clean out, said clean out being located 150 foot north of the north right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #1.

Description of Sanitary Sewer Lateral #2. Commencing at the above referenced Manhole #1 at Station 1+95, thence southeasterly a distance of 150 feet to a clean out, said clean out being located plus or minus 77 foot south of the south right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #2.

Commencing at the above referenced Manhole #2 at Station 4+10, thence north a distance of 150 feet to a clean out, said clean out being located 155 feet north of the north right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #3.

Description of Sanitary Sewer Lateral #4. Commencing at the above referenced Manhole #2 at Station 4+10, thence southeasterly a distance of 140 feet to a clean out at Station 1+40, said clean out being located plus or minus 5 foot west of the west right-a-way line of Thamesford Drive. This ends description of Sanitary Sewer Lateral #4.

Description of Sanitary Sewer Lateral #5 commencing at the above referenced Manhole #3 at Station 6+90 and southeasterly a distance of 110 feet to a clean out at Station 1+10, said clean, thence being located plus or minus 130 foot southeast of the east right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #5.

Description of Sanitary Sewer Lateral #6. Commencing at the above referenced Manhole #4 at Station 8+40 thence continuing northeasterly at a distance of 115 feet to clean out at Station 1+15, said clean out being located plus or minus 135 foot northeast of the east right-a-way line of Pickwick Road. This ends description of Sanitary Sewer Lateral #6.

Description of Sanitary Sewer Lateral #7. Commencing at the above referenced Manhole #5 at Station 10+10, thence continuing northerly at a distance of 85 feet to a clean out at Station 0+85, said clean out being located plus or minus 105 foot north of the north right-a-way line of Copperfield Drive. This ends description of Sanitary Sewer Lateral #7.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Kingstown Village Phase I which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$37,150.00

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to

hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate: 17.2 acres located within the N.W. 1/4 of the N.W. 1/4 of Section 15, T.31N.; R.13E., Allen County, Indiana - See Exhibit "A".

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGES

The acreage assessment for the parcel shall be based upon 17.2 acres less the acreage in the streets at 2.86 acres, and less the park acreage at 0.93 acres, or a net assessable acreage 13.41. The 13.41 acres at \$484.85 per acre equals an assessment of \$6,501.84.

5. BOND

This contract is subject to Developer furnishing a satisfactory Maintenance Bond for twenty-five percent (25%) of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Anno. I.C. 19-2-7-16, 17 & 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself; his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Richard G. Snyder
Richard G. Snyder

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard G. Snyder, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of September, 1980.

My Commission Expires:

May 1, 1983

Cathy A. Fitzgerald
Notary Public, Cathy A. Fitzgerald
Resident of Allen County, Indiana

This instrument prepared by
P. R. Boller, P.E.
Chief Water Pollution Control Engineer

CITY OF FORT WAYNE

By: _____
Winfield Moses

BOARD OF PUBLIC WORKS

By: Mark L. Akers
Mark L. Akers, Chairman

By: Herbert R. Gamache
Herbert R. Gamache, Member

By: Roberta Anderson-Staten
Roberta Anderson-Staten, Member

ATTESTED BY:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

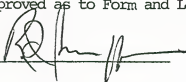
BEFORE ME, a Notary Public, in and for said County and State, this day of _____, 1980, personally appeared the within named Winfield Moses, MAYOR; Mark L. Akers, CHAIRMAN; Herbert R. Gamache, AND Roberta Anderson-Staten, MEMBERS, of the Board of Public Works, City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of the Board of Public Works, to me personally known, who being by me duly sworn, said that they are respectively the members and clerk of the Board of Public Works of the City of Fort Wayne, Indiana and acknowledged said Agreement to be their voluntary act and deed of said department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name affixed my official seal.

Notary Public
Resident of Allen County

My Commission Expires:

Approved as to Form and Legality:



This document prepared by Philip R. Boller, P.E.

LEGAL DESCRIPTION OF KINGSTOWN VILLAGE, PHASE I,
A DEVELOPMENT IN THE WEST HALF OF SECTION 15,
TOWNSHIP 31 NORTH, RANGE 13 EAST,
ALLEN COUNTY, INDIANA

Part of the Northwest quarter of Section 15, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northwest quarter of Section 15, Township 31 North, Range 13 East; thence South 00 degrees 24 minutes 02 seconds East along the West line of the said Northwest quarter, said line also being the centerline of Maplecrest Road, a distance of 575.82 feet; thence South 84 degrees 23 minutes 16 seconds East a distance of 514.66 feet; thence South 82 degrees 46 minutes 20 seconds East a distance of 447.44 feet to the Northwest corner of Lot #320 in Hillsboro, Section III, a subdivision in the aforesaid Section, Township and Range; thence proceeding Southerly along the West boundary of Hillsboro, Section III, by the following described courses: South 13 degrees 18 minutes 16 seconds East a distance of 317.86 feet; thence South 03 degrees 52 minutes 28 seconds East a distance of 59.34 feet; thence South 02 degrees 12 minutes 42 seconds West a distance of 148.22 feet; thence South 26 degrees 20 minutes 42 seconds West a distance of 50.88 feet to the Northeast corner of Lot #158 in Hillsboro, Section II, a subdivision in the aforesaid Section, Township, and Range; thence leaving the Hillsboro, Section III boundary and proceeding Westerly along the North boundary of Hillsboro, Section II by the following described courses: South 48 degrees 00 minutes 32 seconds West a distance of 48.04 feet; thence South 61 degrees 49 minutes 47 seconds West a distance of 72.12 feet; thence South 68 degrees 03 minutes 52 seconds West a distance of 63.00 feet; thence South 75 degrees 19 minutes 31 seconds West a distance of 139.10 feet; thence North 05 degrees 54 minutes 20 seconds West a distance of 20.55 feet; thence South 84 degrees 05 minutes 20 seconds West a distance of 171.08 feet; thence South 05 degrees 54 minutes 40 seconds East a distance of 25.00 feet; thence South 86 degrees 35 minutes 17 seconds West a distance of 537.96 feet to the Northwest corner of Hillsboro, Section II, said point being situated on the West line of the Northwest quarter of Section 15 aforesaid; thence leaving the Hillsboro, Section II, boundary and proceeding North 00 degrees 24 minutes 02 seconds West along the West line of the Northwest quarter of said Section 15 a distance of 847.91 feet to the point of beginning containing 17.20 acres more or less and subject to a right-of-way easement over the Westerly portion thereof for Maplecrest Road and all other easements of record.

I, Mark L. Strong, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me March 12, 1980; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 1 thru 43, both inclusive.

Mark L. Strong
Mark L. Strong
Registered Land Surveyor



0014
TITLE OF ORDINANCE AGREEMENT FOR SEWER EXTENSION WITH KINGSTOWN VILLAGE- PHASE I

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-80-10-25

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION WITHIN KINGSTON VILLAGE-PHASE I

BETWEEN RICHARD G. SNYDER (DEVELOPER) AND THE CITY OF FORT WAYNE DEVELOPER AGREES TO
PAY ENTIRE COST AND EXPENSE OF CONSTRUCTION OF SAID SEWER, IN CASH, INCLUDING CITY
ENGINEERING AND INSPECTION FEES, AND TO HOLD THE CITY HARMLESS FROM ANY LIABILITY
FOR CLAIMS CONNECTED THEREWITH. COST OF SAID SEWER IS REPRESENTED TO BE \$37,150.00

EFFECT OF PASSAGE CU will acquire assets of \$37,150.00 in Sanitary Sewers

EFFECT OF NON-PASSAGE NECESSARY IMPROVEMENTS AS DESCRIBED ABOVE CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) NO COST INVOLVED BY THE CITY. ENTIRE
COST OF \$37,150.00 TO BE ABSORBED BY DEVELOPER

ASSIGNED TO COMMITTEE

City Utilities